

COLLECTIVE BARGAINING AGREEMENT

Between

**INDIAN HILLS GENERAL
IMPROVEMENT DISTRICT**

And

**THE INTERNATIONAL UNION OF
OPERATING ENGINEERS
STATIONARY LOCAL 39, AFL-CIO**

July 1, 2014 - June 30, 2016

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AGREEMENT

This Agreement is entered into this 1st day of July, 2012, by and between **Indian Hills General Improvement District**, a political subdivision of the **State of Nevada**, hereinafter referred to as the "**District**", and the **International Union of Operating Engineers, Stationary Local 39, and AFL-CIO**, hereinafter referred to as the "**Union**".

PREAMBLE

WHEREAS, the District provides public services essential to the health, safety, and welfare of the residents of the Indian Hills General Improvement District; and

WHEREAS, the employees of the District recognize their responsibility to provide such public services to the community; and

WHEREAS, it is the duty of the District to negotiate in good faith with the employees who have voluntarily chosen to be represented by the Union which is a party to this Agreement, and it is the duty of the Union to negotiate in good faith with the District concerning wages, hours, and other terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

It is hereby agreed as follows:

ARTICLE I - RECOGNITION

A. Union Recognition/Covered Employees

1. The District hereby recognizes the Union as the sole and exclusive representative, for purposes of collective bargaining of the District's employees who are employed in the positions listed among those in Appendix A (1) & (2) attached hereto. The Union recognizes Nevada state law does not require employees to select membership in the Union.

2. All full-time employees who are employed in the positions listed among those in Appendix A (1) & (2) attached hereto, are covered under this Agreement. However, probationary employees may be terminated without cause at any time during the probationary period, with no rights of appeal under Article VI. Part-time, seasonal, and/or temporary employees are not covered by this Agreement. All employees who are initially appointed to District service shall serve a probationary period, which shall consist of the probationary period set forth in the District's Personnel Policies. An employee reclassified to a higher level position shall be required to serve the designated probationary period for the new position. An employee who has been promoted to a new position is covered under this Agreement, but may be demoted to his/her last held position at any time during the probationary period without cause by the General Manager and such demotion is not subject to the grievance procedure.

Part-time employees are defined as employees who work less than twenty (20) hours per week.

Seasonal employees are defined as employees who maintain periodic employment related to the seasons.

Temporary employees are defined as employees hired for a period not to exceed six (6) months of employment.

3. The parties agree that the title of Supervisor does not currently meet the statutory definition for "supervisory employee" set forth in NRS 288.075, and therefore, it is allowable and appropriate for these employees to be included within the same bargaining agreement as non-supervisory employees. However, in the event that the duties for any of these positions change, both parties reserve the right to seek a determination from the Employee Management Relations Board concerning whether any, or all, of these positions come within the definition of supervisory employee set forth in NRS 288.075. In the event that the EMRB determines that any of these positions meet the statutory definition of supervisory employee, then the employees in these positions shall no longer be a part of this Agreement, but shall have a new Agreement immediately go into effect which incorporates the provisions of this Agreement, and thereafter, shall negotiate as a separate bargaining unit with a separate bargaining Agreement.

B. District Personnel Policy

The Union hereby recognizes the District's adopted Personnel Policies and confirms that this Agreement is supplementary thereto. This Agreement shall in no way be construed to incorporate the District's adopted Personnel Policies into this Agreement, with the exception of District Policy Performance Management and Disciplinary Actions (as amended).

C. Right to Organize

Employees covered under this Agreement shall have the right to form, organize, join, and administer an employee organization and to designate their representatives for purposes of collective bargaining. Individual employees shall likewise have the right not to form, organize, join, and participate in collective bargaining.

D. Pertinent Information

The Union may request of the District any reasonable information concerning the subject matter included in the scope of mandatory bargaining which it deems necessary for and relevant to collective bargaining.

E. Union Use of Inter Office Communication Facilities

The Union shall have the right to post notices of activities on bulletin boards, at least one (1) of which shall be provided by the District for each department.

F. Release Time for Negotiations

For the purpose of future negotiations, the District shall provide, during normal working hours, paid release time not to exceed fifty-six (56) hours total, per negotiated Agreement bargained, for up to two (2) members of the bargaining unit to attend negotiating sessions.

ARTICLE II - UNION DUES

A. Dues Deduction Authorization

The District agrees to deduct monthly Union dues from the earnings of each employee who is a member of the Union and who authorizes the deduction on the prescribed written request form. Such deducted amounts will be transmitted to the appropriate office of the Union on a monthly basis.

B. Indemnification

The Union will indemnify and save the District harmless against any and all claims, demands or other forms of liability, which may arise out of, or by reason of, any action taken or not taken by the District at the request of the Union in accordance with the provisions of this Article.

ARTICLE III - EMPLOYEE RIGHTS

A. Appearances before Employer

Upon request, an employee shall be entitled to have a representative of the Union, steward or business representative, present during any appearance before the District General Manager or Board of Trustees if the employee reasonably believes that the matter being discussed will result in disciplinary action being taken against the employee.

B. Employee State and Federal Rights

Nothing contained herein shall be construed to deny employees such rights as they have under the policies, rules, and/or regulations of the Indian Hills General Improvement District, the State of Nevada, the United States or other applicable laws, decisions and regulations.

ARTICLE IV - WORKWEEK

1. A normal workweek shall consist of forty (40) hours, as assigned by the District General Manager. Individual workdays will generally include one (1) thirty (30) minute unpaid lunch break and two (2) paid fifteen (15) minute breaks. Said breaks will generally occur once in mid-morning and once in the mid-afternoon, not to be combined with lunch or taken at the beginning or end of the workday. Shift schedules will be posted and the Union notified of any changes at least two (2) weeks in advance of any changes being implemented, except in the event of an emergency.

2. All time worked during the workweek must be recorded by time sheet. All employees will be signed in and performing at assigned tasks by or enroute to assigned tasks by the start time. Employees shall be allowed a reasonable amount of time on the clock, not to exceed fifteen (15) minutes, at the end of each workday to clean themselves up, as circumstances warrant, and/or to plan for the next workday's specific work activities.

3. With prior written approval by the General Manager of a Supervisor's specific request, individual events of daily scheduling flexibility may be exercised for individual employees. The approval signature must be dated prior to the event.

4. When regular employees are assigned to work specific shifts regularly with hours other than 7:00 a.m. to 6:00 p.m., or days other than Monday through Friday, such regular employees shall receive a rate of pay equal to their hourly rate plus ten percent (10%) premium pay only for hours actually worked other than 7:00 a.m. to 6:00 p.m. or hours actually worked on Saturday or Sunday and excluding portion of regular shift worked Monday through Friday. The premium

shall apply to any overtime pay earned due to extra hours worked. Employees may select to work a 4/10 workweek in lieu of premium pay. Employees who select a 4/10 workweek shall normally receive three (3) consecutive days off. The provisions of this paragraph shall not apply to employees who select ten (10) hour shifts or working Monday through Friday on a regular basis.

ARTICLE V - OVERTIME

A. Computing Overtime

Employees who are required by the General Manager to work in excess of forty (40) hours per week shall be paid time and one half times (1½x) their regular hourly rate of pay for the excess hours, except as provided herein.

B. Prior Approval Required

Overtime, and therefore overtime pay, is not generated by lack of sufficient planning of work tasks, or by failure to punch out at stop time. Overtime may be required by the General Manager for additional work performance, for responding to circumstances or by emergency "call-outs". In all cases, except emergencies, prior approval by the General Manager is required. In all cases, the General Manager's approval must be confirmed in writing and accompany time records for each payroll in which overtime is to be paid to an employee.

C. Compensatory Time

Employees may elect to receive compensatory time in lieu of overtime. An employee who elects compensatory time may not change their election except as provided below. No employee may accrue more than eighty (80) hours compensatory time off in any fiscal year.

If the District is unable to schedule and grant time off within six (6) months from the date the compensatory time was requested, cash payment shall be made in lieu of compensatory time. The District will not be unreasonable in the scheduling of compensatory time and will consider the employee's request and the operating demands.

Employees will receive a cash payment for all compensatory time earned, but unused at the time of termination.

ARTICLE VI - GRIEVANCE RELATED TO THIS AGREEMENT

A. Definitions

A grievance is a claim relating to the interpretation or application of this Agreement

A grievant must be one (1) or more employees covered by this Agreement or the Union.

For the purposes of this Article, days shall mean Monday through Friday, exclusive of holidays.

"This Agreement" means this executed and in-force contract between the Union and the District; personnel issues governed by the District's Personnel Policies are not the subject of this Article.

B. Rights to Representation

At the request of the affected employee(s), one (1) Union representative may be present for any meeting, hearing appeal or other proceeding between the District General Manager and the grievant relating to a valid grievance which has been presented under this Article.

C. Release Time for Grievance Hearings Before the General Manager

Grievance hearings brought before the General Manager relating to the interpretation or application of this Agreement shall be conducted during normal work hours with release time, with pay, for those employees who are involved in such hearings. When it is requested for the Union's Shop Steward to attend such a hearing scheduled during work time, he/she may be released from normal duties, in order to participate, without loss of pay.

D. Individual Rights

Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter with the appropriate supervisors and to have the problem resolved without the intervention of the Union.

E. Procedures

All grievances related to this Article shall be submitted in writing on a Grievance Report Form, attached hereto as Schedule C and shall identify the grievance.

Step 1. Initiation of Grievance

Within seven (7) days of a grievant reasonably obtaining knowledge of the occurrence or condition which is the basis of the complaint, the grievant may present the grievance, in writing, to the General Manager. The General Manager shall investigate the matter, which shall include the right to meet with and question the grievant, at the General Manager's discretion. The General Manager shall give a written decision to all parties concerned within ten (10) days of receipt of the written grievance. The written reply shall include the reasons on which the decision was based.

Step 2. Petition the Board of Trustees

In the event the grievance is not resolved by the General Manager in a way which the grievant agrees to be consistent with the interpretation or application of this Agreement, the grievant may seek review by the Board of Trustees of the District by submitting the grievance to the Board, in writing, within seven (7) days of receipt of the General Manager's decision. The Board of Trustees shall conduct a hearing within thirty (30) days of receipt of the written grievance. The hearing shall be held in closed session, if allowable under the Open Meeting Law, and the Board of Trustees shall have the right to question the employees involved, including the grievant or other persons having knowledge of the incident in question. The Board of Trustees shall have the right to continue the hearing to the next regularly scheduled Board meeting, if it determines that the additional information is necessary in order to consider the grievance. After the hearing is concluded, the Board shall vote in open session to either uphold or deny the grievance, or modify the relief sought in the grievance. The decision of the Board of Trustees is final, except for those grievances, which are expressly eligible for binding arbitration.

Step 3. Binding Arbitration

In the event that a grievance involving termination, demotion or a single incident of suspension without pay involving three (3) or more days is not resolved by the Board of Trustees in a way which the grievant agrees to be consistent with the interpretation or application of this

Agreement, the grievant may submit the grievance to binding arbitration for resolution. The grievant shall exercise arbitration by giving written notice of intention to arbitrate within (30) days after he/she has received the decision at Step 2.

Grievant may request a list of seven (7) potential arbitrators from the American Arbitration Association. Within ten (10) days of receipt of the list, each party shall alternately strike names from the list, with the grievant striking first. The name remaining shall be the arbitrator. The arbitrator shall consider the grievance and render a decision.

F. Arbitration Costs

Each party to a grievance, which is submitted to arbitration, shall bear its own costs of arbitration and equally split the cost of the arbitrator and any court reporting fees.

G. Exceptions to Time Limits

The time limits provided in this Article shall be strictly observed, unless extended by written agreement of the parties.

Notwithstanding the expiration of this Agreement, any claim or grievance may be processed through this grievance procedure until resolution.

H. Cooperation of the District and Union

The District and the Union will cooperate with each other in the investigation of any grievance related to this Article, and further, will furnish each other with such necessary and relevant information as is available and requested for the processing of any grievance.

I. Personnel Files

All documents, communications, and records dealing with the processing of a grievance related to this Agreement shall be filed separately from the personnel files of the participants. Proper documentation of the final results of a grievance procedure related to this Agreement shall be filed in appropriate employee personnel files, provided that such a final result impacts the status of an employee's employment, wages, or benefits.

ARTICLE VII - RETIREMENT

All District employees shall be covered by the State of Nevada Public Employees Retirement System (PERS) pursuant to NRS Chapter 286. That statute provides for an employee to be able to select from either of two (2) options to be made available by the employer, either entirely one hundred percent (100%) employer-paid monthly contributions or employer/employee-paid monthly contributions (fifty percent (50%) each with employee portion paid to PERS by the employer through appropriate payroll deductions).

ARTICLE VIII - WAGES

A. Rates of Pay

1. Each District position title is described, classified, and has an hourly pay range established in job descriptions within the District's adopted Personnel Policies. Those salary ranges assigned to those position titles, which are held by members of the Union, are displayed in Appendix A

2. There is a 3.5% increase included in the attached wage scales effective the first full pay period following July 1, 2014. Appendix A. There is no increase to attached wage scales for the period July 1, 2015 through June 30, 2016. There are no step/merit increases for the term of this agreement beginning July 1, 2014 through June 30, 2015.

3. Effective on and after July 1, 2015 permanent employees shall have been formally evaluated during the month of their anniversary for their performance during the preceding year. Employees who receive a below average evaluation shall receive no merit increase. Employees who receive an average or better evaluation shall receive a 3% merit increase not exceeding the top of the employee's salary range commencing with the first full pay-period that includes the employee's anniversary date. If the employee's final merit increase to the top of the employee's salary range is less than 3% then the difference up to 3% shall be paid in a one-time bonus that does not add to the employee's salary range. The bonus set forth herein expires and is of no further effect on and after June 30, 2016 if this benefit is not extended in writing by mutual agreement of the Union and District.

B. Call Back Pay

An employee who is called back to work by the General Manager and/or delegate, before or after his regular work day as scheduled, shall receive a minimum credit of two (2) hours or the full amount of hours and fractions of hours required for the call back event, whichever is greater.

Actual time shall be recorded by time sheet. Thirty (30) minutes additional to the actual time as shown on the time sheet shall be added for each direction from home to the task and to return home. Payment for travel time shall count towards computation of the two (2) hours minimum credit.

When an employee is able to rectify any alarms from the SCADA Alarm System via computer, the employee shall be compensated a minimum of one hour pay at the employee's appropriate rate. Additional alarms received within the same paid one hour do not apply.

C. Standby

Any employee who is required to be on standby for emergency work shall be paid two dollars (\$2.00) per hour for each hour assigned to standby. Any employee who is required to be on standby for emergency work shall be paid three dollars (\$3.00) per hour for each hour assigned to standby effective the first full pay period effective the first pay period including July 1, 2013. Standby assignments shall be assigned in one (1) week intervals on a fair and equitable basis to all qualified personnel. Employees may elect to trade standby assignments with other qualified employees. It is the responsibility of the assigned standby employee to inform the General Manager of any traded standby assignments.

Intermittent Standby is standby assigned during inclement weather for the sole purpose of snow removal when conditions require such. As far as practical, all pay earned shall be added to the payroll for the period during which the work was performed and an Intermittent Standby Assignment form shall accompany the employee's timesheet. In lieu of monetary compensation, employees may elect to receive compensatory time on a prorated basis, based upon the employee's hourly wage.

"Standby" means the ability of the employee to respond to the worksite within sixty (60) minutes after notification, barring mitigating circumstances i.e. inclement weather, road construction, etc.

Any employee assigned standby who receives a telephone call between the hours of 4:30 p.m. and 7:30 a.m. to conduct District business shall be compensated a minimum of one hour pay at the employee's appropriate rate. Additional telephone calls received within the same paid one hour do not apply.

D. Meal Allowance

Employees, with the exception if those assigned standby, called back to work with less than two hours notice shall receive a meal allowance. Any employee required to work two hours more than their normally scheduled shift shall receive a meal allowance, and an additional allowance for every four hours thereafter. The meal allowance shall be at the same rate as allowed by the State of Nevada.

ARTICLE IX - HOLIDAYS

A. Legal Holidays

The following days shall be observed as legal holidays:

New Year's Day (January 1)
Martin Luther King's Birthday (third Monday in January)
President's Day (third Monday in February)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Nevada Day (last Friday in October)
Veteran's Day (November 11)
Thanksgiving Day (fourth Thursday in November)
Family Day (day after Thanksgiving Day)
Christmas Day (December 25)
One Floating Holiday Per Fiscal Year

Any other legal holiday that may be appointed by the President of the United States, or the Governor of Nevada.

B. Holiday Falling within Vacation Period

If a legal holiday falls within an employee's pre-approved vacation period, that day shall not be charged to vacation time.

C. Holiday Observance

When a designated holiday falls on a Saturday, the Friday before will be observed by the District as the holiday; and when a designated holiday falls on a Sunday, the Monday after will be observed as the holiday.

D. Computing Holiday Pay

Holiday pay will be based upon the employee's regular hourly wage for the number of hours in his regular workday.

E. Pay for Work on Holiday

An employee who is required to work on a holiday which falls on the employee's regular day off shall receive two and one half times ($2\frac{1}{2}x$) the regular rate of pay for hours worked, provided that the hours worked on the holiday are additional to the regular forty (40) hours actually worked in the week.

An employee who is required to work on a holiday which falls on the employee's regular day off shall receive two times ($2x$) the regular rate of pay for hours worked, provided that the hours worked on the holiday do not exceed the regular forty hours actually worked in the week.

An employee who is required to work on a holiday which falls on the employee's regular work day shall receive two times ($2x$) the regular rate of pay for actual hours worked.

ARTICLE X - VACATION

A. Computation of Vacation

Employees shall accrue vacation at the following rate:

During: 1 st - 3rd years	80 hours (10 days)
“ 4 th - 7th years	120 hours (15 days)
“ 8 th - 14 th years	160 hours (20 days)
“ 15 th - 19 th years	200 hours (25 days)
“ 20 th year or more	240 hours (30 days)

No employee shall be permitted to take vacation until after satisfactory completion of the designated probationary period for the position held.

Vacation time must be pre-approved on the proper form by the District General Manager, at least five (5) working days prior to use.

B. Limitation

Employees may accrue vacation up to two times their accrual rate. Effective on and after July 1, 2015 employees may only accrue vacation up to one and one half times their accrual rate.

C. Vacation Buy-Back Provisions

Upon termination, the employee will receive payment for all accumulated unused vacation. Upon layoff, an employee may request and be paid all accumulated unused vacation. Between November 1 through November 15 an employee may elect to sell back up to forty (40) hours of accrued vacation. The employee shall receive requested amount on the full pay-period that includes December 1. In order to be eligible for this provision, the employee must have a minimum of one hundred twenty hours (120) of accrued vacation.

D. Employees Becoming Ill While on Vacation

An employee who submits satisfactory evidence that during his vacation period he was hospitalized for a disability, shall, at his request, be granted permission to substitute sick leave

for the period of his disability to the extent that he is entitled to such leave, and provided such amounts of sick leave as are required are accrued and available to him.

ARTICLE XI - SICK LEAVE

A. Paid Sick Leave

1. Starting with date of hire, eligible employees shall accrue leave at the rate of eight (8) hours per month (96 hours per year). Sick leave may be used for employee illness or disability or for the illness or disability of an immediate family member, as defined in the District's Personnel Policy, Leave and Benefits under Sick Leave.

2. No sick leave may be taken during the probationary period for the position held.

3. Unused sick leave will continue to accrue over the years.

4. Upon layoff under Article XVI, an employee may request and be paid for all accumulated unused sick leave; in the instance of layoff only, the requesting employee's accumulated unused sick leave pay will be paid at the rate of one hundred percent (100%) of his/her hourly rate for all hours so requested, including the first eighty (80) hours of accrued unused sick leave. In the event that an employee voluntarily terminates employment, the employee's unused sick leave will be paid at the rate of fifty percent (50%) of his/her hourly rate for all hours so requested. In the event an employee is terminated for cause, the employee shall forfeit all accumulated unused sick leave.

B. Accounting of Accrued Sick Leave

Employees shall be given a written accounting of the status of accumulated sick leave along with employee paychecks.

ARTICLE XII - EQUIPMENT, TOOL AND CLOTHING ALLOWANCE

A. Protective Equipment

The District General Manager will determine and the District will furnish as needed, the following protective safety devices: including Safety Eyewear- goggles, face shield, welding helmet; Safety Footwear- rubber steel toe boots, hip waders; Coveralls- white polypropylene; Mask- dust mask; Gloves-rubber, latex, welding; Harness- confined space harness (manhole); Hard Hat; Reflective mesh vest and any other equipment as may be necessary to protect employees from industrial injury and health hazards.

B. Uniform and Clothing

In addition to protective safety devices required to be worn for purposes of health or safety, the District shall have a five hundred dollars (\$500) clothing allowance per outside working employee (field crews) to be used as District uniform which will include up to ten (10) summer shirts with District emblem; up to three (3) sweatshirts with District emblem; up to six (6) pairs of pants; one (1) pair leather safety boots not exceeding one-hundred and fifty dollars (\$150.00); one (1) reflective jacket and one (1) insulated coveralls. The five hundred dollars (\$500) is per fiscal and the employee may elect to use a District credit card as long as they stay within their budget and return all receipts to the main office. As an alternative to reimbursement based on receipts the District may at its option provide District uniforms listed above at its expense not

exceeding five hundred dollars (\$500) per outside working employee per fiscal year. Employees receiving District provided uniforms at District expense do not also receive five hundred dollars (\$500) for reimbursable uniform expenses.

District (outside working) employees are required to wear uniforms and shall keep said uniforms in good repair.

C. Tools

The District will furnish all tools required in the performance of employees' work.

All tools furnished by the District shall remain District property, but the employees shall be responsible for the security of the tools assigned to them.

ARTICLE XIII - HEALTH & WELFARE

A. Health Insurance - District Plan

The District agrees to pay the cost of health insurance, dental, and vision for employees and their eligible dependents as offered by the Nevada League of Cities.

For employees hired before July 1, 2012 the District will continue to pay 100% of the cost of premiums for health insurance, dental, and vision for employees and their eligible dependents except as provided below.

For employees hired on and after July 1, 2012 the District will pay 100% the cost of premiums for health insurance, dental, and vision for employees and 80% the cost of premiums for health insurance, dental, and vision for their eligible dependents with employees paying 20% of the premiums for their eligible dependents via automatic payroll deduction. Effective the later of August 31, 2012 or first open enrollment following July 1, 2012 the District shall pay no portion of an employee's dependent premiums where the non-working dependent is covered by the employee's spouse's or former spouse's health insurance plan by court decree or otherwise or where the working dependent is covered or eligible for coverage by the dependent employer's health insurance plan. This exclusion does not apply to non-working dependents except where covered by other health insurance as provided above. Employees will provide sworn verification of coverage of their dependent(s) by another health insurance plan at time of open enrollment.

B. Life Insurance

The District shall provide term life insurance in the amount of Twenty Five Thousand Dollars (\$25,000.00) per employee covered by this Agreement during the period of this Agreement.

C. Continuity of Coverage

All insurance coverage made available to, and selected by, employees under the provisions of this Article, shall remain available during the term of this Agreement.

ARTICLE XIV - RECLASSIFICATION

The General Manager may investigate the classification of any existing position on the written request of an employee or on his own initiative. If the General Manager determines that a position should be reclassified, he may request approval of the Board of Trustees at the next available opportunity for an agenda item before the Board. If the position is reclassified, the effective date of the reclassification shall be the date of approval by the Board of Trustees, acting

on a properly agendized request from the General Manager. The decision of the Board of Trustees as to whether the position shall be reclassified is final.

ARTICLE XV - DISCIPLINARY ACTIONS

A. Personnel Policies

No employee shall be disciplined without just cause. Examples of "just cause" may include, but are not limited to, current District Personnel Policy, Justification for Discipline and Due Process. The adopted Personnel Policies of the District include formulations of policy as to disciplinary actions for causes, which may be imposed upon employees by the General Manager of the District. As a general policy, discipline shall be administered or imposed only by the General Manager, and, as may be necessary, with the concurrence of the District's Attorney, and if required, as approved by the District Board of Trustees, to fit the circumstances.

B. Pre-Disciplinary Hearing

All employees shall have the right to request a pre-disciplinary hearing with the General Manager. The employee shall have the right to have his/her Union representative at this meeting.

C. Initiation of Disciplinary Action

1. Disciplinary action of employees is the responsibility of the General Manager and this responsibility may not be delegated. The General Manager may initiate disciplinary actions. Employees whose position descriptions assign them direct supervision responsibilities of other employees may request disciplinary action, when warranted, to the General Manager. No other employee may initiate a request for disciplinary action.

2. One, or even a majority of the Board of Trustees, may not initiate disciplinary actions against employees covered in this Agreement.

ARTICLE XVI - LAYOFF POLICY AND PROCEDURE

A. Determination of Positions to be Affected

The District shall determine when the statutory conditions are present which warrant a layoff. When such conditions shall have been met, and a layoff is required, the District General Manager shall determine the position titles, which shall be affected by layoff.

While essential services to the public must continue, and identifiable staff positions may be necessary to insure continued delivery of those essential services, the General Manager will consider seniority of employment, as well as the availability of employees with the required qualifications, certifications, and/or licenses among the remainder of District employees, in conjunction with the need for essential talents when determining employees to be affected by layoff.

B. Determination of Job Classifications to be Affected

The General Manager shall determine reductions in staff levels that will have the least detrimental effect on operations and will specify layoffs accordingly.

C. Notice to Union

Whenever it is determined that a layoff of employees may occur, and that such a layoff may involve members of the Union, the General Manager shall give written notice of the layoff,

including the specific reason(s) such action is necessary and the estimated length of the layoff period to the Union at least fourteen (14) calendar days prior to the effective date of layoff. Prior to any layoffs the Union and District agree to meet to discuss alternatives to layoffs.

D. Notice to Employee(s)

All regular employees to be laid off shall be given written notice of such layoff at least fourteen (14) calendar days prior to the effective date

E. Recall

The name of an employee who has been laid off shall be placed on the re-employment list and shall be recalled in the inverse order in which the employee was laid off. Persons on such a list will be offered appointment to an opening in the job classification, or equated job classification, or any vacancy for which the employee is qualified, and no new employee will be hired until all qualified employees on layoff status desiring to return to work shall have been offered the position. The employee must provide the District with any address change while waiting for recall.

Notice of recall will be made in writing by certified mail to employee's address of record.

An employee who is sent a notice of recall must accept re-employment, in writing, within five (5) working days of receipt of the certified notice of recall, or be considered to have abandoned his/her recall rights. A notice of recall shall be considered received, when sent by certified mail to the employee's address of record, three (3) calendar days after mailing.

An employee recalled to his former position must report for re-employment on the date established by the General Manager, or be considered to have abandoned his recall rights so long as said date is beyond five (5) working days from the date of receipt of the recall notice.

An employee on layoff accrues no additional sick leave, vacation or other benefits.

An employee on a re-employment list shall retain eligibility for recall for a period of two (2) years from the date their name was placed on the list.

ARTICLE XVII - PAY & EXPENSES FOR EDUCATION, TRAINING & LICENSING

A. Pay and Expenses for Related Training

The District shall pay the full cost of tuition, books, and other reasonable expenses incurred by an employee in connection with any District-required course, workshop, seminar, conference or in-service training session. Advanced arrangements will be made by the District for transportation and lodging. The reasonable cost of meals shall be reimbursed to the employee on the basis of the per diem allowances established by the District, after attendance at the required training.

B. Education Incentive

If an employee desires to seek reimbursement for education costs related to a course at an accredited college or University, he/she shall meet with the General Manager prior to enrolling in the course. The General Manager shall have the sole discretion to determine the maximum reimbursable amount, if any, for the costs of tuition, lab fees, books, and other needed materials, taking into consideration the costs of the course and whether the District believes that completion

of the course by the employee provides any benefit to the District; however, establishment of a maximum reimbursable amount above Three Hundred Dollars (\$300.00) per course requires prior approval of the Board of Trustees. Once the maximum reimbursable amount has been established for a course, the General Manager shall provide this information to the employee in writing. Upon satisfactory proof of completion of the course, the District will reimburse the employee as follows:

If the employee receives a grade of C, or better, the District will reimburse one hundred percent (100%) of the maximum reimbursable amount.

If the employee receives a passing grade in a Pass/Fail course, the District will reimburse one hundred percent (100%) of the maximum reimbursable amount.

C. Educational Leave

1. The District recognizes the inherent value of an additionally educated workforce and strongly encourages each full-time employee of the District to avail themselves of the opportunity to continue education for personal growth. If the course work involved is directly beneficial to the District workforce, as determined at the General Manager's sole discretion, the District will provide educational leave with pay, as set forth in Section C-(2).

2. Educational leave with pay may be scheduled and granted for up to a maximum of two (2) hours per week to full time regular employees, with prior approval of the General Manager. Employees may choose to use available vacation leave in conjunction with this leave. No overtime benefits accrue to the employee for use of educational leave.

3. Advance approval for educational leave must be given by the General Manager who will consider the potential impact of the timing of the requested educational leave and the arrangements which may be made to avoid undue impact on other employees.

D. Cost of Required Licenses

The District will pay the cost of license and certification examinations required for employees to maintain their current position.

ARTICLE XVIII - VACANCIES

A. Minimum Requirements

It is the policy of the District to hire the most appropriately qualified applicant to fill all vacancies. Vacancies and/or promotional opportunities shall be filled when possible, by interested current District employees who meet the requirements of the position as established by the District.

B. Notice

Notice of all vacancies and/or promotional opportunities within the District shall be given to all employees of the District through briefings, or otherwise, or shall be posted on bulletin boards

within the District departments for a period of not less than fifteen (15) calendar days prior to the commencement of competitive advertising.

When recruitment advertising commences, the Union will be notified.

ARTICLE XIX - OCCUPATIONAL SAFETY AND HEALTH PROGRAMS

The District shall establish safety and health programs, and maintain an effective and comprehensive occupational safety and health program consistent with the provisions promulgated under Chapter 618 of the Nevada Revised Statutes.

ARTICLE XX - CONTINUITY OF SERVICES/ STRIKE & LOCKOUT PROHIBITION

The District and Union recognize the absolute necessity of continuous and uninterrupted operation of District services. There shall be no strike, work stoppage, or any other spontaneous or organized effort to interrupt the operation of District services or operations within District facilities. Likewise, District agrees not to lockout employees.

ARTICLE XXI - EFFECT OF AGREEMENT

A. Changes in Agreement

For the term of this Agreement, no change shall be made in any provision of this Agreement unless the parties agree in writing.

B. Successorship

If, during the term of this Agreement, the District merges with, is taken over by, or transfers its assets to another governmental entity (Successor Entity), then, and in that event, the District agrees to use its best effort to require the Successor Entity to assume, take over, and be bound by the terms and conditions of this Agreement.

C. Savings Clause

If any provision of this Agreement or any application thereof to any employee is held to be contrary to the law, then such provision or application shall be deemed invalid, to the extent required by such a judicial decision, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXII - EFFECTIVE DATE AND DURATION

This Agreement shall continue in full force and effect from July 1, 2014 through June 30, 2016. If there is a down turn of budgeted ad valorem (property tax) or additional unforeseen costs to budgeted expenditures causing fiscal emergency as defined below and as determined by the District Board after consultation with the Union, this Agreement will be automatically reopened to address possible contractual concessions to avoid fiscal emergency including layoffs. A fiscal emergency is defined as any time budgeted ad valorem revenues (property tax) decline by 5% or budgeted costs of general, water and/or wastewater fund(s) increase by 5% vs. budget over 6 months during the fiscal year(s) covered by this agreement.

This agreement shall be automatically renewed from year to year thereafter, unless amended by mutual agreement of both parties or reopened for negotiations pursuant to NRS 288.


This Agreement is executed by the authorized representatives of the parties on this _____ day of _____ 2014.

FOR:

**INDIAN HILLS
GENERAL IMPROVEMENT DISTRICT**



Ronny Lynch, Chairman, Board of Trustees




John Lufrano, General Manager

**STATIONARY ENGINEERS, LOCAL 39
of the International Union of
Operating Engineers, AFL-CIO**



Jerry Kalmar, Business Manager



Tony DeMarco, President



Jerry Frederick, Business Representative



Andy Joyner, Member/Negotiator

APPENDIX B
INDIAN HILLS GENERAL IMPROVEMENT DISTRICT
PAYROLL DEDUCTION AUTHORIZATION

I, the undersigned, being a member of the International Union of Operating Engineers, Stationary Local 39, and required by the Constitution and Bylaws of that organization to contribute dues, per capita and assessments in a specified amount, hereby authorize the Indian Hills General Improvement District to make the deduction from my semi-monthly compensation, in conformity with the agreement between the Parties, and effective the first pay period following the date hereof. It is further directed that the Indian Hills General Improvement District will then remit said monies to the above organization in the manner prescribed.

NAME (PRINT) _____ **HOME PHONE** _____

STREET ADDRESS _____

CITY _____ **STATE** _____ **ZIP** _____

SOCIAL SECURITY # _____ **WORK PHONE** _____

CLASSIFICATION _____ **WORKSITE** _____

SIGNATURE _____ **DATE SIGNED** _____

INDIAN HILLS GENERAL IMPROVEMENT DISTRICT

JULY 1, 2014 THROUGH JUNE 30, 2016

APPENDIX A (2) - WAGES

SALARY RANGE

TITLE	GRADE	START	END
Water Operations Supervisor	Grade III	\$21.79	\$31.21
Water Operations Operator III	Grade III	\$20.05	\$28.70
Water Operations Operator II	Grade II	\$19.03	\$27.26
Water Operations Operator I	Grade I	\$18.09	\$25.89
Water Operation OIT	OIT	\$16.47	\$23.61
Wastewater Ops Supervisor	Grade III	\$21.79	\$31.21
WW Operator III	Grade III	\$20.05	\$28.70
WW Operator II	Grade II	\$19.03	\$27.26
WW Operator I	Grade I	\$18.09	\$25.89
WW Ops OIT	OIT	\$16.47	\$23.61
Field Operations Supervisor		\$20.23	\$28.98
Field Ops Utility II		\$16.82	\$24.08
Field Ops Utility I		\$15.97	\$22.87
District Mechanic		\$19.41	\$27.80
Utility Billing Coordinator		\$16.82	\$24.08
Administrative Support Assistant		\$17.34	\$24.84